

IN THE COURT OF APPEAL
SECOND APPELLATE DISTRICT, STATE CALIFORNIA
DIVISION SIX

DOUGLAS GILLIES,

Plaintiff and Appellant,

v.

CALIFORNIA RECONVEYANCE CO.,

JP MORGAN CHASE BANK N.A.,

and DOES 1-20

Defendants and Respondents.

)
) Case No. B224995

)
) Santa Barbara Superior Court

)
) Case No. 1340786

)
) **APPELLANT'S PETITION FOR**
) **REHEARING**

Appeal from Judgment of Dismissal following Order Sustaining Defendants'

Demurrer to First Amended Complaint Without Leave to Amend

Trial court: Hon. Denise de Bellefeuille and Hon. Thomas Anderle, presiding

DOUGLAS GILLIES, SBN 53602

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Plaintiff and Appellant *in pro per*

Petition for Rehearing

II (e)

The Court of Appeal stated in its opinion filed April 11, 2011, that the trial court granted Chase's request to take judicial notice of the following: (a) the Office of Thrift Supervision order directing the FDIC to act as receiver for Washington Mutual; (b) the purchase and assumption agreement between the FDIC, as receiver for Washington Mutual, and Chase; (c) the notice of default; and (d) the notice of sale recorded November 18, 2009.

The trial court took judicial notice of (c) the notice of default. It did not rule on (a), (b) or (d).

This issue was addressed in Appellant's Reply Brief:

Respondents asked the trial court to take judicial notice of the Purchase and Assumption Agreement when they demurred. The court did not rule on Respondents' request for judicial notice of the Purchase and Assumption Agreement. The question of whether Chase can take title to Plaintiff's house based on nothing but a Purchase and Assumption Agreement, which has ***not*** been received into evidence, is an issue that cannot be resolved on demurrer. Chase offers no note, no assignment of beneficial interest, and no hint of where the money goes when it collects monthly payments from Appellant (emphasis added).

The opinion states that there is simply no reasonable dispute that Chase is Washington Mutual Bank's successor-in-interest as to Gillies's trust deed. But no assignment of WaMu's interest to Chase was ever recorded. No evidence was introduced that WaMu retained any interest on September 25, 2008, in a context where WaMu sold virtually all of its mortgages to investment trusts. That's why trials are preferable to demurrers for resolving disputes.

III

The court found that no reasonable person would be confused by a misspelled name. The Official Records were confused. That is why a search of the Santa Barbara County Records did not turn up Chase's Notice of Default.

WHEREFORE, Plaintiff/Appellant requests a rehearing.

Respectfully submitted,

Date: April 19, 2011

/s/ _____
Douglas Gillies
Plaintiff and Appellant